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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/783,638

02/20/2004

John Paul Conn

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EXAMINER

MOLINA, ANITA C

ART UNIT

PAPER NUMBER

3626

NOTIFICATION DATE

DELIVERY MODE

07/13/2009

ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary	Application No. 10/783,638	Applicant(s) CONN ET AL.	
	Examiner ANITA MOLINA	Art Unit 3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 23 April 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☐ Claim(s) 1-57 is/are pending in the application.
- 4a) Of the above claim(s) 9, 16, 25, 27, 43, 49, and 56 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-8, 10-15, 17-24, 26, 28-42, 44-48, 50-55 and 57 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Notice to Applicant

The following is a final action on the merits. The following occurred in the amendment filed 04/23/2009: Claims 1-8, 10-15, 17-24, 26, 28-42, 44-48, 50-55, and 57 are pending, claims 1, 10, 17, 18, 26, 32, 37, 44, 50, and 51 are amended. Claims 9, 16, 25, 27, 43, 49, and 56 are cancelled. Claim 57 is new.

Response to Amendment

1. The amendments to claims 10, 18, 44, and 51 have not overcome the USC 112 rejections and USC 101 rejections. The amendments have overcome the double patenting rejection.
2. The declaration under 37 CFR 1.132 filed 04/23/2009 is sufficient to overcome the rejection of claims 1-56 based upon anticipation by application 10/739,931 under 35 USC § 102(e).

Claim Rejections - 35 USC § 112

3. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

4. Claims 18 and 51 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter

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which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. The amended claims 18 and 51 state the limitation "data protection service provider device". There is no such device described in the original disclosure. The referenced supporting paragraph discloses a means for copying and backup by the second entity. This, however, could be reasonably interpreted as non-device software. Therefore, the claimed device is not supported by the original disclosure and is considered new matter. It is also unclear what the claimed device entails.

5. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. Claims 18 and 51 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The amended claims 18 and 51 state the limitation "data protection service provider device". The scope and structure of the claimed device is unclear because there is no definition, drawing, or description of the device in the disclosure.

7. Claims 10, 18, 44 and 51 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

8. Claims 10 and 44 recite the limitation "A loss mitigation tool" in the preamble. It is unclear which statutory class the claimed invention belongs to. As written, the

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Examiner interprets the tool to be an insurance policy, which is classified as non-functional descriptive material and is not patentable subject matter (see 101 rejection below).

9. Claims 18 and 51 recite the limitations “An insurance system” and “An insurance and data protection system” in the respective preambles. It is unclear which statutory class the claimed invention belongs to because the body of the claim does not provide any structure for an apparatus. As written, the Examiner interprets the system to include in its scope living beings (i.e. insured) which is not patentable subject matter (see 101 rejection below).

Claim Rejections - 35 USC § 101

10. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

11. Claims 1-8, and 26-42 and 57 are rejected under 35 U.S.C. 101 based on Supreme Court precedent, and recent Federal Circuit decisions, the Office's guidance to examiners is that a § 101 process must (1) be tied to a machine or (2) transform underlying subject matter (such as an article or materials) to a different state or thing. *Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972); *Cochrane v. Deener*, 94 U.S. 780, 787-88 (1876).

12. An example of a method claim that would not qualify as a statutory process would be a claim that recited purely mental steps. Thus, to qualify as a § 101 statutory

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process, the claim should positively recite the machine to which it is tied, for example by identifying the apparatus that accomplishes the method steps, or positively recite the subject matter that is being transformed, for example by identifying the material that is being changed to a different state.

13. Here, applicant's method steps, fail the first prong of the new Federal Circuit decision since they are not tied to a machine and can be performed without the use of a particular apparatus. Furthermore, the method steps fail to transform underlying subject matter to a different state or thing. The storage of data onto a data storage medium does not physically transform the storage medium into a different state or thing. A storage medium has not undergone transformation simply because it functions the way it is designed, to have data stored on it. Thus, claims 1-22 and 43-47 are non-statutory since they are not tied to a machine and they do not transform underlying subject matter to a different state or thing.

14. Claims 10-15, 17 and 44-48, and 50 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The claimed invention appears to be directed to an insurance policy *per se* and does not contain any process, machine, manufacture or composition of matter that brings about its function. The invention, therefore, does not define any structural or functional interrelationships between the nonfunctional descriptive material and other claimed elements which permit the descriptive material's functionality to be realized. (see MPEP 2106.01) It is noted that the electronic backup copy does not does not embody the entire claimed "loss mitigation tool".

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15. Claims 18-24 and 51-55 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The preamble states the invention as a system; however, the Examiner finds no structure in the body of the claim to indicate an apparatus. Considering that the statutory class claimed is unclear, and that the broadest reasonable interpretation of the invention encompasses software *per se* and does not contain any elements directed towards computer hardware. The invention, therefore, does not define any structural or functional interrelationships between the computer program and other claimed elements of the computer which permit the computer program's functionality to be realized. (see MPEP 2106.01)

Claim Rejections - 35 USC § 102

1. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

2. Claims 1-31 and 37-56 are rejected under 35 U.S.C. 102(b) as being anticipated by US 2002/0095317.

As per claim 1, McCabe teaches **a method comprising:**

-creating an agreement between a first entity and a second entity to provide a data protection service to a third entity, wherein the first entity purchases a data protection service from the second entity for data stored on a storage medium of the third entity (see: abstract and paragraphs 24 and 91); and

-creating an insurance agreement between the first entity and the third entity, wherein the insurance agreement provides that the first entity will insure the third entity for losses arising out of lost data, and authorizes the third entity to use the data protection service provided by the second entity, wherein the third entity does not pay a premium to the first entity, beyond what the first entity would charge for providing insurance without the data protection services; and
(see: abstract and paragraphs 24, 106, and 118)

-creating an electronic backup copy of the third entity's data by the data protection service on a storage medium of the second entity according to the agreements (see: at least paragraph 91).

As per claim 2, McCabe teaches the claimed method, **wherein the insurance agreement requires the third entity to use the data protection service provided by the second entity** (see: paragraphs 24 and 25).

As per claim 3, McCabe teaches the claimed method, **wherein the first entity's insurance of the third entity against losses arising of data loss is at least partially contingent upon the third entity's using predetermined services provided by the second entity** (see: paragraph 25).

As per claim 4, McCabe teaches the claimed method, **wherein the predetermined services are specified in the insurance agreement** (see: paragraph 25).

As per claim 5, McCabe teaches the claimed method, **wherein the identity of the second entity is specified in the insurance agreement** (see: paragraph 25). It is noted that in order to have a contract, the parties must be specified.

As per claim 6, McCabe teaches the claimed method, **wherein the data protection service is a data backup service, and further comprising:**

-creating a backup copy of the third entity's data at a location controlled by the second entity (see: paragraph 121); and

-generating, after a loss of the third entity's data, a further copy of the third entity's data from the backup copy (see: paragraph 121).

As per claim 7, McCabe teaches the claimed method, **wherein the data backup service is an online data backup service** (see: paragraph 87).

As per claim 8, McCabe teaches the claimed method, **further comprising providing compensation from the first entity to the second entity in return for the second entity's provision of data protection services to the third entity** (see: abstract and paragraph 107). It is noted that an insurer pays for a loss, therefore, the insurer would pay for the restoration services provided by the technical protection services.

As per claim 10, McCabe teaches **a loss mitigation tool for an insurer that insures an insured entity, wherein the insurer purchases a data protection service from a second entity for use by the insured entity, the loss mitigation tool comprising:**

-an insurance agreement between the insurer and the insured entity, wherein the insurance agreement provides insurance to the insured entity for losses arising out of lost data and includes a data protection provision under which the insured entity is allowed to use the data protection service (see: abstract and paragraph 24)

-wherein the insurer compensates the second entity for providing the data protection service to the insured entity (see: abstract and paragraph 107. It is noted that an insurer pays for a loss, therefore, the insurer would pay for the restoration services provided by the technical protection services.) **, and**

wherein the insured entity does not pay compensation for the provision of the data protection service beyond what the insurer would charge for insuring the insured entity against losses arising out of lost data without data protection services (see: abstract and paragraphs 24, 106, and 118), and

-an electronic backup copy of the insured entity's data is created by the data protection service on a storage medium of the second entity according to the agreements (see: at least paragraph 91).

As per claims 11-15, they are rejected for the same reasons set forth for claims 2-3, and 5-7.

As per claim 17, McCabe teaches the claimed loss mitigation tool, **wherein the insurance agreement includes a condition that the insured entity is responsible for using the data protection service if the insured entity is to recover under the**

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insurance agreement, and wherein the insurance is not provided if the condition is not satisfied (see: paragraph 25).

As per claim 18, McCabe teaches **an insurance system comprising:**

-a data protection service provider device (see: abstract and paragraph 24);

-wherein the data protection service provider device provides data protection services to an insurer for use by the insurer's insureds (see: abstract and paragraph 24);

-wherein the data protection services are acquired by the insurer and used by an entity that is insured by the insurer against losses arising from lost data based on an insurance agreement between the insurer and the insured (see: abstract), **and**

-wherein the insured does not pay a premium to the insurer beyond what the insurer would charge for providing insurance without the provision of data protection services (see: abstract and paragraphs 24, 106, and 118).

As per claims 19-24, they are rejected for the same reasons set forth for claims 2-4 and 6-8.

As per claim 26, McCabe teaches **a method comprising:**

-creating an insurance agreement between an insurer and an insured, wherein the insurance agreement provides that the insurer will insure the insured for losses arising out of lost data stored on a storage medium, and wherein the insurance agreement requires the insured to use a data protection service

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provided by a data protection service provider (see: abstract, paragraphs 24, 25, and 91); and

-creating a data protection service agreement between the insured and the data protection service provider, wherein the data protection service agreement provides that the data protection service provider will provide a data protection service to the insured (see: abstract and paragraphs 24 and 25);

-creating an electronic backup copy of the insured's data by the data protection service provider on a storage medium of the data protection service provider according to the agreements (see: at least paragraph 91);

-wherein the insurance agreement provides that the insurer will charge the insured a reduced premium for the insurance, contingent upon the insured's using the data protection service (see: abstract and paragraphs 24, 106, and 118).

As per claim 28, it is rejected for the same reasons set forth for claims 4 and 5.

As per claims 29-31, they are rejected for the same reasons set forth for claims 6, 7, and 3, respectively.

As per claim 37, McCabe teaches **a method comprising:**

-creating an agreement between a provider and a data owner wherein the agreement includes:

--an data protection provision under which the provider agrees to provide a data protection service to the data owner (see: abstract and paragraph 24); and

--an insurance provision under which the provider agrees to insure the data owner for losses arising out of data loss by the data owner (see: abstract and paragraph 24)

-creating an electronic backup copy of the data owner's data by the data protection service on a storage medium of the data protection service according to the agreement (see: at least paragraph 91);

-wherein the data owner does not pay a premium to the provider, beyond what the provider would charge for providing insurance without the provision of the data protection services (see: abstract paragraphs 24, 106, and 118).

As per claims 38-42, they are rejected for the same reasons set forth for claims 2-4 and 6-7.

As per claim 44, a loss mitigation tool for an insurer that insures an insured entity, wherein the insurer provides a data protection service for use by the insured entity, the loss mitigation tool comprising:

-an insurance agreement between the insurer and the insured entity, wherein the insurance agreement provides insurance to the insured entity for losses arising out of lost data, and wherein the insurance agreement includes a data protection provision under which the insured entity is allowed to use the data protection service (see: abstract and paragraph 24)

-an electronic backup copy of the insured entity's data is created by the data protection service on a storage medium of the data protection service according to the agreement (see: at least paragraph 91);

-wherein the insured entity does not pay for the provision of the data protection service beyond what the insurer would ordinarily charge for insuring the insured entity against losses arising out of lost data without the data protection service (see: abstract and paragraphs 24, 106, and 118).

As per claims 45-48 and 50, they are rejected for the same reasons set forth for claims 2-3, 6-7, and 2, respectively.

As per claim 51, **an insurance and data protection system comprising:**

-a provider (see: abstract); and

-a data owner (see: abstract);

-wherein the provider provides a data protection service to the data owner (see: abstract); and

-wherein the provider insures the data owner against losses arising out of lost data (see: abstract),

-an electronic backup copy of the data owner's data is created by the data protection service device on a storage medium according to the agreements (see: at least paragraph 91).

As per claims 52-55, they are rejected for the same reasons set forth for claims 2-3 and 6-7.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

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(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 32-36 are rejected under 35 U.S.C. 103(a) as being unpatentable over US 2002/0095317 to McCabe in view of PR Newswire.

As per claim 32, McCabe teaches a method comprising:

-creating an insurance agreement between an insurer and an insured, wherein the insurance agreement provides that the insurer will insure the insured for losses arising out of lost data, and wherein the insurance agreement requires the insured to use a data protection service provided by a data protection service provider (see: abstract and paragraphs 24-25);

-creating a data protection service agreement between the insured and the data protection service provider, wherein the data protection service agreement provides that the data protection service provider will provide a data protection service to the insured (see: paragraphs 24-25)

-creating an electronic backup copy of the insured's data by the data protection service provider on a storage medium of the data protection service provider according to the agreement (see: at least paragraph 91).

McCabe fails to specifically teach **creating an agreement between the insurer and the data protection service provider that provides: compensation from the data protection service provider to the insurer for the insurer's requirement that the insured use the data protection service.** McCabe does teach requiring the services of a data protection service provider (see: paragraphs 24 and 25). PR

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Newsire teaches a company paying a monthly fee in order to be the exclusive service provider in a neighborhood (see: abstract). It would have been obvious to one of ordinary skill in the art to include in the required data protection services of McCabe, the fee to be an exclusive service provider as taught by PR Newsire because the claimed invention is merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per claims 33-36, they are rejected for the same reasons set forth for claims 2-3, and 6-7.

5. Claim 57 is rejected under 35 U.S.C. 103(a) as being unpatentable over US 2002/0095317 to McCabe in view of PR Newsire and in view of Examiner's Official Notice.

*As per claim 57, McCabe fails to specifically teach the claimed method, **wherein the data protection service agreement requires a discount in the amount normally charged by the data protection service provider for providing the data protection service.*** The Examiner Officially notes that it is old and well known to provide discounted prices in exchange for an exclusive contract. For example, in a managed health care environment, a primary physician provides insured members with discounted prices in exchange for choosing that doctor as their exclusive primary care physician. It would have been obvious to one of ordinary skill in the art to include in the

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data protection insurance of McCabe, the commonly used discounted services for an exclusive contract because the claimed invention is merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

Response to Arguments

6. Applicant's arguments filed 04/23/2009 have been fully considered but they are not persuasive.

7. Applicant's arguments regarding 35 USC 101 for claims 1-8 and 26-42 have been fully considered but they are not persuasive because there is no transformation of underlying subject matter when a computer readable medium is used to save data. Therefore, method claims 1-8 and 26-42 remain rejected under 35 USC 101.

8. Applicant's arguments regarding 35 USC 101 for claims 18 and 51 have been fully considered but they are not persuasive because there is no clear physical device or structure and can reasonably be interpreted as software *per se*, and therefore, not statutory.

9. Applicant's arguments regarding 35 USC 101 for claims 10 and 44 have been fully considered but they are not persuasive because introducing a storage medium into the scope of the claim does not change the fact that the scope of the claim also includes an insurance policy *per se* and not one of the four statutory categories: a process, apparatus, article of manufacture, or composition of matter.

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10. Applicant is invited to contact the Examiner in order to discuss the USC 101 rejections.

11. Applicant's arguments with respect to claims 1-56 have been considered but are moot in view of the new ground(s) of rejection.

12. Applicant's arguments that the amended claim 1 overcomes the McCabe reference because McCabe fails to teach "the third entity does not pay a premium to the first entity, beyond what the first entity would charge for providing insurance without the data protection services" are not persuasive. Applicant's interpretation that McCabe's premium calculation based on the protection service employed shows that McCabe would charge a higher premium for insurance with protections service is mistaken. As seen in paragraph 106, the premium is calculated based on risk of loss, wherein the premium is *lower* when the risk is reduced. Using data protection services is another way to reduce risk of loss, as one of ordinary skill in the art would understand.

Therefore, when McCabe teaches in the abstract that the premium is calculated based on technical protection services, the premium is lowered when technical protection services are used. This response can be applied to Applicant's arguments regarding amended claim 26, as well.

13. Furthermore, a broader interpretation of the claim language can reasonably be interpreted that the third entity does not pay a premium to the first entity beyond what the first entity would charge for any other insurance without data protection services. Because "insurance without the data protection services" is not clearly defined using antecedent basis as the same insurance previously mentioned in the claim, it can be

reasonably interpreted that the third entity does not pay a premium beyond an undefined maximum. This interpretation would be met by McCabe's paragraph 118 where a premium is not automatically paid if it exceeds a maximum amount specified.

Conclusion

14. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

15. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. US 2004/0139034 to Farmer shows the common practice of offering discounted premiums to customers who have additional protections for the insured property (see: paragraph 3).

Any inquiry concerning this communication or earlier communications from the examiner should be directed to ANITA MOLINA whose telephone number is (571)270-3614. The examiner can normally be reached on Monday through Friday 8am to 5:30pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, C. Luke Gilligan can be reached on 571-272-6770. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/A. M./
Examiner, Art Unit 3626
07/01/2009

/C. Luke Gilligan/
Supervisory Patent Examiner, Art Unit 3626